

Offeror Submission Package

SOLICITATION: **SP0600-99-R-0106**

THE ENCLOSED SOLICITATION COVERS THE PERIOD **1 APRIL 1999**
THROUGH **MARCH 31, 2001**

INSTRUCTIONS:

1. The original and one copy of the completed package must be returned to the address in Block #9 on the Standard Form 1449 as your bid. All documents to be completed and returned are contained in this Offeror Submission Package:
2. Be sure to check your offer prices for accuracy and legibility prior to submission. Initial all changes, and sign and date the SF1449 in ink.
3. If you are telefaxing your offer, please limit your telefax transmission to the contents of this Offeror Submission Package.
4. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

SUBMISSION OF OFFERS

OFFERS MAY BE FAXED OR MAILED TO THE FOLLOWING:

FAX: (703)767-8506

ATTN: BID CUSTODIAN

DFSC-PCC

SP0600-98-R-0106

MAIL: BID CUSTODIAN

DEFENSE ENERGY SUPPORT CENTER

ATTN: DESC-PCC, ROOM 3729

8725 JOHN J. KINGMAN RD., SUITE 4950

FT. BELVOIR, VA 22060-6222

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER SCO0600-99-0253		PAGE 1 OF				
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-R-0106		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PAM METZGER				b. TELEPHONE NUMBER (no collect calls) (703) 767-9556		8. OFFER DUE DATE/ LOCAL TIME 16 NOV 98, @ 3:00 P.M.			
9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER DFSC-PLC 8725 JOHN J. KINGMAN RD, STE 4950 FT BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/ SYMBOL: PAM METZGER/PLC PHONE: (703) 767-9556 PP 1.8h				CODE SC0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE BLOCK 9					
17a. CONTRACTOR / OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
TELEPHONE NO.											
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT			
		SEE SCHEDULE (Attach additional Sheets as Necessary)						SEE ATTACHED			
								SEE ATTACHED			
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
						37. CHECK NUMBER					
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						41c. DATE		42b. RECEIVED AT (Location)			
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449

Prescribed by GSA
FAR (48 CFR) 53.212

SCHEDULE OF SUPPLIES

B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY</u>
	<p>ANDROS ISLAND</p> <p>NAVY, SITE NO. 1, ANDROS TOWN, AT PIER OF ATLANTIC TEST AND EVALUATION CENTER (AUTEC) NUWC DETACHMENT. NOTE: ORDERS FOR DELIVERY TO SITE ONE SHALL BE A MINIMUM OF 150,000 GALLONS TOTAL WHICH CAN BE ALLOCATED AMONG ALL PRODUCTS. NO MORE THAN SIX ORDERS PER CONTRACT YEAR SHALL BE FOR LESS THAN 150,000 GALLONS. N O T E 1. A 10 DAY ADVANCE NOTICE IS GIVEN ON ALL FUEL ORDERS. AMOUNTS REQUESTED WILL BE BASED ON AUTEC NEEDS WITH NO MINIMUM AMOUNTS. N O T E 2. SITE 1 MAY REQUIRE FUEL DELIVERY INDEPENDENT OF SITES 2, 3 AND 4. N O T E 3. AUTEC REQUIRES 24 HOUR PRIOR NOTIFICATION OF EXPECTED DELIVERY TIME AS WELL AS RADIO CONFIRMATION VIA CHANNEL 16 WHEN FUEL BARGE DEPARTS NASSUA. N O T E 4. IN THE INTEREST OF ENVIRONMENTAL PROTECTION, DAYTIME REFUELING WILL BE REQUIRED PENDING COMPLETION OF AN ONGOING WHARF CONSTRUCTION PROJECT.</p> <p>BAHAMAS</p> <p>DELIVERY DODAAC: N63821</p> <p>BILLING DODAAC : N63821</p> <p>ORDERING OFFICE: 809-368-2188 EXT 6281</p>	
600-03	<p>JET FUEL, AVIATION (JA1)</p> <p>BARGE (BRG), W/PUMP AND ADAPTER INTO 1/60,000 U.S. GALLON TANK 1/20,000 U.S. GALLON TANK 1/10,000 U.S. GALLON TANK MINIMUM DELIVERY: 40,000 U.S. GALLONS MAXIMUM DELIVERY: 60,000 U.S. GALLONS</p> <p>NOTES:</p> <p>1. SUPPLIER MUST PUMP PRODUCT 5,200 FEET FROM BARGE.</p> <p>2. DEPTH OF WATER IN CHANNEL IS 18 FEET, ALONGSIDE PIER DEPTH IS 12 FEET AT MEAN LOW TIDE.</p> <p>3. A THREE INCH LINE CONNECTOR IS AT THE PIER. DELIVERY REQUIRED EVERY 21-26 DAYS. DELIVERY HOURS: PUMPING TO BEGIN BETWEEN 1700-2100 HRS.</p> <p>1ST YEAR EST QTY: 750,000 USG 2ND YEAR EST QTY: 750,000 USG</p>	1,500,000 USG _____

ITEM
NUMBER

ESTIMATED
QUANTITY UI

ANDROS ISLAND

NAVY, SITE NO. 1, ANDROS TOWN, AT PIER OF ATLANTIC TEST AND
EVALUATION CENTER (AUTC) NUWC DETACHMENT. NOTE:: ORDERS FOR
DELIVERY TO SITE ONE SHALL BE A MINIMUM OF 150,000 GALLONS TOTAL
WHICH CAN BE ALLOCATED AMONG ALL PRODUCTS. NO MORE THAN SIX ORDERS
PER CONTRACT YEAR SHALL BE FOR LESS THAN 150,000 GALLONS. N O T E
1. A 10 DAY ADVANCE NOTICE IS GIVEN ON ALL FUEL ORDERS. AMOUNTS
REQUESTED WILL BE BASED ON AUTC NEEDS WITH NO MINIMUM AMOUNTS. N O
T E 2. SITE 1 MAY REQUIRE FUEL DELIVERY INDEPENDENT OF SITES 2, 3
AND 4. N O T E 3. AUTC REQUIRES 24 HOUR PRIOR NOTIFICATION OF
EXPECTED DELIVERY TIME AS WELL AS RADIO CONFIRMATION VIA CHANNEL 16
WHEN FUEL BARGE DEPARTS NASSUA. N O T E 4. IN THE INTEREST OF
ENVIRONMENTAL PROTECTION, DAYTIME REFUELING WILL BE REQUIRED
PENDING COMPLETION OF AN ONGOING WHARF CONSTRUCTION PROJECT. BAHAMAS
DELIVERY DODAAC: N63821
BILLING DODAAC : N63821
ORDERING OFFICE: 809-368-2188 EXT 6281

600-27 GASOLINE, PREM UNL (MUP) 350,000 USG _____

BARGE (BRG), W/PUMP AND ADAPTER INTO
1/20,000 U.S. GALLON TANK

MINIMUM DELIVERY: 8,000 U.S. GALLONS

MAXIMUM DELIVERY: 11,000 U.S. GALLONS

NOTES:

1. SUPPLIER MUST PUMP PRODUCT 5,200 FEET FROM
BARGE.
 2. DEPTH OF WATER IN CHANNEL IS 18 FEET,
ALONGSIDE
PIER DEPTH IS 12 FEET AT MEAN LOW TIDE.
 3. A THREE INCH LINE CONNECTOR IS AT THE PIER.
DELIVERY REQUIRED EVERY 14-18 DAYS.
DELIVERY HOURS: PUMPING TO BEGIN BETWEEN
1700-2100 HRS.
- 1ST YEAR EST QTY: 175,000 USG
2ND YEAR EST QTY: 175,000 USG

ITEM NUMBER		ESTIMATED QUANTITY
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600-34	DIESEL FUEL #2 (DF2) MAX. POUR POINT 50 DEG F	5,000,000 USG _____
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BARGE (BRG), W/PUMP AND ADAPTER INTO
1/422,000 U.S. GALLON TANK

MINIMUM DELIVERY: 50,000 U.S. GALLONS

MAXIMUM DELIVERY: 190,000 U.S. GALLONS

NOTES:

1. SUPPLIER MUST PUMP PRODUCT 5,200 FEET FROM
BARGE.

2. DEPTH OF WATER IN CHANNEL IS 18 FEET,
ALONGSIDE

PIER DEPTH IS 12 FEET AT MEAN LOW TIDE.

3. A THREE INCH LINE CONNECTOR IS AT THE PIER.
DELIVERY REQUIRED EVERY 14-18 DAYS.

DELIVERY HOURS: PUMPING TO BEGIN BETWEEN
1700-2100 HRS.

1ST YEAR EST QTY: 2,500,000 USG

2ND YEAR EST QTY: 2,500,000 USG

ITEM NUMBER		ESTIMATED QUANTITY UI
	<p>ANDROS ISLAND</p> <p>NAVY, SITE NO. 2, SALVADOR POINT, AT PIER OF ATLANTIC TEST AND EVALUATION CENTER (AUTC) NUWC DETACHMENT. N O T E 1: A 10 DAY ADVANCE NOTICE IS GIVEN ON ALL FUEL ORDERS. AMOUNTS REQUESTED WILL BE BASED ON AUTC NEEDS WITH NO MINIMUM AMOUNTS REQUIRED. N O T E 2: SITES 2, 3 AND 4 MAY REQUIRE FUEL DELIVERY INDEPENDENT OF SITE 1. N O T E 3: AUTC REQUIRES 24 HOUR PRIOR NOTIFICATION OF EXPECTED DELIVERY TIME AS WELL AS RADIO CONFIRMATION VIA CHANNEL 16 WHEN FUEL BARE DEPARTS NASSAU. N O T E 4: IN THE INTEREST OF ENVIRONMENTAL PROTECTION, DAYTIME REFUELING WILL BE REQUIRED</p>	
PENDING	<p>COMPLETION OF AN ONGOING WHARF CONSTRUCTION PROJECT.</p> <p>BAHAMAS</p> <p>DELIVERY DODAAC:</p> <p>BILLING DODAAC : N63821</p> <p>ORDERING OFFICE: 809-368-2188 EXT 6281</p>	
601-27	<p>GASOLINE, PREM UNL (MUP)</p> <p>BARGE (BRG), W/STANDARD FILLING HOSE INTO 1/500 U.S. GALLON TANK AVERAGE DELIVERY: 200 U.S. GALLONS NOTES: 1. SUPPLIER MUST PUMP PRODUCT 15 FEET FROM BARGE. 2. DEPTH OF WATER IN CHANNEL AND ALONGSIDE PIER IS 9 FEET AT MEAN LOW TIDE. 3. NO PIER CONNECTION. DELIVERY REQUIRED EVERY 28-36 DAYS. DELIVERY DURING DAYLIGHT HOURS ONLY. 1ST YEAR EST QTY: 3,050 USG 2ND YEAR EST QTY: 3,050 USG</p>	<p>6,100 USG _____</p>

ITEM
NUMBER

ESTIMATED
QUANTITY UI

601-34	<p>DIESEL FUEL #2 (DF2) MAX. POUR POINT 50 DEG F</p> <p>BARGE (BRG), W/PUMP AND ADAPTER INTO 1/6,000 U.S. GALLON TANK 1/5,000 U.S. GALLON TANK MINIMUM DELIVERY: 5,000 U.S. GALLONS MAXIMUM DELIVERY: 7,000 U.S. GALLONS NOTES: 1. SUPPLIER MUST PUMP PRODUCT 680 FEET FROM BARGE. 2. DEPTH OF WATER IN CHANNEL AND ALONGSIDE PIER IS 9 FEET AT MEAN LOW TIDE. 3. A THREE INCH LINE CONNECTOR IS AT THE PIER. DELIVERY REQUIRED EVERY 28-36 DAYS. DELIVERY DURING DAYLIGHT HOURS ONLY. 1ST YEAR EST QTY: 75,000 USG 2ND YEAR EST QTY: 75,000 USG</p>	150,000 USG _____
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ITEM
NUMBER

ESTIMATED
QUANTITY UI

ANDROS ISLAND

NAVY, SITE NO. 3, BIG WOOD CAY, AT PIER OF ATLANTIC TEST AND
EVALUATION CENTER (AUTC) NUWC DETACHMENT. N O T E 1: A 10 DAY
ADVANCE NOTICE IS GIVEN ON ALL FUEL ORDERS. AMOUNTS REQUESTED WILL
BE BASED ON AUTC NEEDS WITH NO MINIMUM AMOUNTS REQUIRED. N O T E 2:
SITES 2, 3 AND 4 MAY REQUIRE FUEL DELIVERY INDEPENDENT OF SITE 1. NO
T E 3: AUTC REQUIRES 24 HOUR PRIOR NOTIFICATION OF

EXPECTED DELIVERY

TIME AS WELL AS RADIO CONFIRMATION VIA CHANNEL 16 WHEN FUEL BARGE
DEPARTS NASSAU. N O T E 4: IN THE INTEREST OF ENVIRONMENTAL
PROTECTION, DAYTIME REFUELING WILL BE REQUIRED PENDING COMPLETION
OF AN ONGOING WHARF CONSTRUCTION PROJECT. BAHAMAS

DELIVERY DODAAC:

BILLING DODAAC : N63821

ORDERING OFFICE: 809-368-2188 EXT 6281

602-27 GASOLINE, PREM UNL (MUP) 8,800 USG _____

BARGE (BRG), W/STANDARD FILLING HOSE INTO
1/5,000 U.S. GALLON TANK

AVERAGE DELIVERY: 200 U.S. GALLONS

NOTES:

1. SUPPLIER MUST PUMP PRODUCT 75 FEET FROM BARGE.

2. DEPTH OF WATER IN CHANNEL AND ALONGSIDE PIER
IS

9 FEET AT MEAN LOW TIDE.

3. NO PIER CONNECTION.

DELIVERY REQUIRED EVERY 28-36 DAYS.

DELIVERY DURING DAYLIGHT HOURS ONLY.

1ST YEAR EST QTY: 4,400 USG

2ND YEAR EST QTY: 4,400 USG

ITEM
NUMBER

ESTIMATED
QUANTITY UI

602-34 DIESEL FUEL #2 (DF2) 175,000 USG _____
 MAX. POUR POINT 50 DEG F

BARGE (BRG), W/PUMP AND ADAPTER INTO
 1/6,000 U.S. GALLON TANK
 1/5,000 U.S. GALLON TANK
 MINIMUM DELIVERY: 6,000 U.S. GALLONS
 MAXIMUM DELIVERY: 9,000 U.S. GALLONS

NOTES:

1. SUPPLIER MUST PUMP PRODUCT 250 FEET FROM BARGE.
 2. DEPTH OF WATER IN CHANNEL AND ALONGSIDE PIER IS 9 FEET AT MEAN LOW TIDE.
 3. A THREE INCH LINE CONNECTOR IS AT THE PIER.
- DELIVERY REQUIRED EVERY 28-36 DAYS.
 DELIVERY DURING DAYLIGHT HOURS ONLY.
 1ST YEAR EST QTY: 87,500 USG
 2ND YEAR EST QTY: 87,500 USG

ITEM
NUMBER

ESTIMATED
QUANTITY UI

ANDROS ISLAND

NAVY, SITE NO. 4, GOLDING CAY, AT PIER OF ATLANTIC TEST AND
EVALUATION CENTER (AUTC) NUWC DETACHMENT. N O T E 1: A 10 DAY
ADVANCE NOTICE IS GIVEN ON ALL FUEL ORDERS. AMOUNTS REQUESTED WILL
BE BASED ON AUTC NEEDS WITH NO MINIMUM AMOUNTS REQUIRED. N O T E
2 SITES 2, 3 AND 4 MAY REQUIRE FUEL DELIVERY INDEPENDENT OF SITE
1. N O T E 3: AUTC REQUIRES 24 HOUR PRIOR NOTIFICATION OF EXPECTED
DELIVERY TIME AS WELL AS RADIO CONFIRMATION VIA CHANNEL 16 WHEN
FUEL BARE DEPARTS NASSAU. N O T E 4: IN THE INTEREST OF
ENVIRONMENTAL PROTECTION, DAYTIME REFUELING WILL BE REQUIRED
PENDING COMPLETION OF AN ONGOING WHARF CONSTRUCTION PROJECT.
BAHAMAS

DELIVERY DODAAC:

BILLING DODAAC : N63821

ORDERING OFFICE: 809-368-2188 EXT 6281

603-27 GASOLINE, PREM UNL (MUP) 4,000 USG _____

BARGE (BRG), W/STANDARD FILLING HOSE INTO
1/5,000 U.S. GALLON TANK

AVERAGE DELIVERY: 200 U.S. GALLONS

NOTES:

1. SUPPLIER MUST PUMP PRODUCT 75 FEET FROM BARGE.

2. DEPTH OF WATER IN CHANNEL AND ALONGSIDE PIER
IS

9 FEET AT MEAN LOW TIDE.

3. NO PIER CONNECTION.

DELIVERY REQUIRED EVERY 28-36 DAYS.

DELIVERY DURING DAYLIGHT HOURS ONLY.

1ST YEAR EST QTY: 2,000 USG

2ND YEAR EST QTY: 2,000 USG

ITEM
NUMBER

ESTIMATED
QUANTITY UI

603-34	<p>DIESEL FUEL #2 (DF2) MAX. POUR POINT 50 DEG F</p> <p>BARGE (BRG), W/PUMP AND ADAPTER INTO 1/10,000 U.S. GALLON TANK 1/5,000 U.S. GALLON OPW(S) MINIMUM DELIVERY: 5,000 U.S. GALLONS MAXIMUM DELIVERY: 7,000 U.S. GALLONS</p> <p>NOTES: 1. SUPPLIER MUST PUMP PRODUCT 250 FEET FROM BARGE. 2. DEPTH OF WATER IN CHANNEL AND ALONGSIDE PIER IS 9 FEET AT MEAN LOW TIDE. 3. A THREE INCH LINE CONNECTOR IS AT THE PIER. DELIVERY REQUIRED EVERY 28-36 DAYS. DELIVERY DURING DAYLIGHT HOURS ONLY. 1ST YEAR EST QTY: 75,000 USG 2ND YEAR EST QTY: 75,000 USG</p>	<p>150,000 USG _____</p>
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ITEM
NUMBER

ESTIMATED
QUANTITY UI

ANTIGUA
USAF, AAFS #91
BRITISH WEST INDIES
DELIVERY DODAAC:
ORDERING OFFICE: 407-494-2614

750-27 GASOLINE, PREM UNL (MUP) 40,000 USG _____

TANK WAGON (TW), W/PUMP AND METER INTO
1/5,000 U.S. GALLON TANK
APPROXIMATELY ONE DELIVERY PER MONTH.
AVERAGE DELIVERY: 1,400 USG
1ST YEAR EST QTY: 20,000 USG
2ND YEAR EST QTY: 20,000 USG

750-34 DIESEL FUEL #2 (DF2) 1,400,000 USG _____
MAX. POUR POINT 60 DEG F

TANK WAGON (TW), OR TT W/PUMP AND METER INTO
1/20,000 U.S. GALLON TANK
1/16,000 U.S. GALLON TANK
1/15,000 U.S. GALLON TANK
3/5,000 U.S. GALLON TANKS
1/500 U.S. GALLON TANK
AVERAGE DELIVERY: 1,800 U.S. GALLONS
DELIVERY SIZE MAY VARY.
DELIVERY FREQUENCY DETERMINED BY SIZE OF
CONTRACTOR'S CONVEYANCE
1ST YEAR EST QTY: 700,000 USG
2ND YEAR EST QTY: 700,000 USG

K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 1998)(DEVIATION)

(ALT I)

(a) DEFINITIONS. As used in this provision--

- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.
- (2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- (3) **Women-owned small business concern** means a small business concern--
 - (i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.

K1.01-9(CONT'D)

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(i) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(ii) **CORPORATE STATUS.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(iii) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

☐ is

☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** The offeror represents that it--

☐ is

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** The offeror represents that it--

K1.01-9(CONT'D)

- ☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) WOMEN-OWNED BUSINESS CONCERN. The offeror represents that it -

- ☐ is
☐ is not

a woman owned business concern.

(5) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it--

- ☐ is
☐ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Business Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) GENERAL. The offeror represents that either--

(A) It--

- ☐ is
☐ is not

K1.01-9 (CONT'D)

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has

☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.

(8) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)

The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

☐ has

☐ has not

K1.01-9 (CONT'D)

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

☐ has
☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

 (Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

 (Insert line item no.)

 (Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

K1.01-9 (CONT'D)_____
(Insert line item no.)_____
(Insert country of origin)

- (iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)_____
(Insert country of origin)

- (v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)_____
(Insert country of origin)

- (vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)_____
(Insert country of origin)**(LIST AS NECESSARY)**

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)

- (1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

- (2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

- (ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)_____
(Insert country of origin)

- (iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)_____
(Insert country of origin)

K1.01-9 (CONT'D)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have or
[] Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[] are or
[] are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/AltI)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

K1.05 CONT'D

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1998)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(c) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(d) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(e) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(f) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(g) **LATE OFFERS.**

(1) **FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

L2.05-5 CONT'D**(2) FOR RFPs.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the **FACSIMILE PROPOSALS** provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 3:00, local time for the designated Government office.

(h) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(i) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(j) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

L2.05-5 CONT'D

(k) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(l) CONTRACT AWARD.**(1) RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(m) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2667/2179
FAX: (215) 697-1462

L2.05-5 CONT'D

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (n) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.
(FAR 52.212-1, **tailored**)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994)**(a) DEFINITIONS.**

- (1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.
- (2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.
- (3) **Trading partner** means any business customer engaging in an EDI program.
- (4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.
- (5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.
- (b) The Defense Fuel Supply Center (DFSC) may utilize EDI for certain documents in contracts awarded under this solicitation. DFSC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DFSC and the Contractor will enter into a TPA.
- (c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DFSC.
- (d) Upon submission of the following data, DFSC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

K5 (CONT'D)

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DFSC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DFSC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DFSC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

K45 FACSIMILE INVOICING (DFSC SEP 1988)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.

K45.02 ELECTRONIC INVOICING (EDI) (DFSC DEC 1994)

(a) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(b) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[] YES [] NO

(c) See the ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT clause for electronic invoicing procedures.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

(MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

K85 CONT'D

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities.

Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K86 FOREIGN TAXES (DFSC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DFSC 52.229-9F16)

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC OCT 1993)

The Contractor warrants that--

(a) The unit prices set forth in this contract do not include any contingency allowance to cover the possibility of increases in the reference price(s) in the Contractor's offer; and

(b) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

PART A - DEFINITIONS

As used throughout this clause--

(a) The term **listed items** means the items of Section B of the Schedule that are listed in the Reference Price Tabulation in Part C of this clause and are the only items to which price adjustment shall apply, unless otherwise provided in the contract schedule.

(b) The term **award price** means the unit price offered for an item and included in the contract award schedule.

(c) The term **reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(d) The term **independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as published by the Bureau of Labor Statistics.

(e) The term **established price** means one which (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) meets the criteria of paragraph 15.804-3(c) of the Federal Acquisition Regulation. It is established in the usual and ordinary course of trade between the seller (which maintains it) and buyers who are free to bargain. It is a price included in a catalog, price list, Schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public. A commercial item is one that is regularly used for other than Government purposes and is sold or traded in the course of conducting normal business operations. Commercial items are sold to the general public when all of the following criteria are met: (1) Sales to the general public are not negligible in themselves and total 55% or more of all sales made; (2) 75% or more of those sales made to the general public are made at the established price. An item is sold to the general public if it is sold to other than affiliates of the seller for end use by other than the Government. Items sold to affiliates of the seller and sales for end use by the Government are not sales to the general public.

(f) The term **date of delivery** means--

(1) The date and time vessel begins to load where the contract calls for delivery at origin into tanker or barge;

(2) The date and time vessel begins to discharge where the contract calls for delivery at destination by tanker or barge;

(3) The date and time product commences to move past the specified f.o.b. point where the contract calls for delivery by pipeline;

(4) The date product is received for all methods of delivery other than (1), (2), and (3) above.

PART B - PRICE ADJUSTMENTS

(a) The Contractor shall notify the **Contracting Officer** of any change in the reference price by telegram dated (preferably confirmed promptly by letter), registered letter mailed, or unregistered letter received within 14 days from the date thereof.

(1) If the Contractor fails to give notice of any increase in reference price, such increase shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase.

(2) If the Contractor fails to give notice of a decrease in the reference price, such decrease shall apply to all deliveries made on or after the date of such decrease.

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(b) The prices payable under this contract for listed items shall be the award price for the listed item increased or decreased by the amount, determined according to the formula in (c) below, that the reference price for the listed item shall have increased or decreased, to and including the date of delivery.

(c) The amount of increase or decrease in the award price shall be--

(Check appropriate box and complete applicable blanks)

☐ the same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

☐ the number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

☐ the number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

(d) If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(e) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this clause. However, no modification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase in the applicable reference price has been verified by the Contracting Officer.

(f) Notwithstanding any other provision of this clause, no upward adjustment shall apply to supplies that are required to be delivered prior to the effective date of the adjustment unless the Contractor's failure to deliver in accordance with the delivery schedule arises from causes beyond the control and without the fault or negligence of the Contractor within the meaning of the DEFAULT clause of this contract in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(g) Notwithstanding any provision of this clause to the contrary, the prices payable under this contract shall in no event exceed either the lower of--

(1) The Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery, or

(2) The maximum prices shown in Column VII of the Reference Price Tabulation in Part C, in accordance with (h) below.

(h) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed 60% percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for the item(s), the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If, in the absence of an agreement on a new ceiling, written notification is given to the Contracting Officer of an actual price change resulting in a contract unit price that exceeds the current ceiling, the Contractor shall have no further obligation under this contract to fill pending or future orders for the specific line item(s) in question as of the effective date of the increase, as long as the unit price exceeds the ceiling. If, however, notwithstanding the lack of agreement on a new ceiling, the Contracting Officer indicates in writing that the Government is prepared to purchase the line item(s) for an adjusted price that exceeds the current ceiling, the Contractor shall be obligated to continue to honor orders placed for the specific line item in question.

PART C - REFERENCE PRICES

(a) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Reference Price Tabulation below) is--

☐ (1) The low price published in _____.

(name of publication)

B19.02 CONT'D

[x] (2) The average of the prices published in Caribbean Product Posting.
(name of publication)

[] (3) The established price posted by _____.
(name of company)
and published in _____.
(name of publication)

(b) Where the reference price is an established price (see (a)(3) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule, and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements which this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(c) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(d) **DISCONTINUATION OR ALTERATION OF PUBLISHED REFERENCE PRICE.** In the event the reference price is an average of published or posted prices, and any one price ceases to be published or posted, or in the event the reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices, the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described herein. The contract shall be modified to reflect such substitute reference price effective on the date the prior reference price is discontinued or altered. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the DISPUTES clause of the contract.

REFERENCE PRICE TABULATION

I	II	III	IV	V	VI	VII
	Name of company/ publication (identify by number from (a) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of _____ (date) (exclude all taxes	Maximum price payable under this contract (includes tax included in the award price
Item No. (listed items)						

The recommended price adjustment are the Caribbean product posting in Platt's Oilgram Price Report for the applicable reference products. The adjustment reference will be the average of the prices posted by Exxon Bahamas, STASCO (Shell), Petrotrin and Texaco Trader. The effective date of ensuing price changes shall be made on the 1st and 15th of each month. The applicable reference products are as follows:

SOLICITED PRODUCT

Jet A-1
DF-2
MOGAS PREMIUM, UNL

REFERENCE PRODUCT

DPK/JET
45 CET .5% S GASOIL
95 OCT UNL

B25.02 ECONOMIC PRICE ADJUSTMENT - TRANSPORTATION RATES (OVERSEAS PC&S) (DESC MAR 1997)

(a) The Contractor warrants that--

(1) The prices set forth in the Schedule do not include allowances to cover any portion of the contingency covered by this clause; and

(2) The prices to be invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) **DEFINITION.** As used throughout this clause, the term **transportation rate** means the in-country common carrier rate or other type of freight rate from point of shipment to destination for the item(s) shown in Section B of the Schedule.

(c) The provisions from the basic ECONOMIC PRICE ADJUSTMENT clause of this contract entitled ADJUSTMENTS, EXAMINATION OF RECORDS, and FINAL INVOICE are hereby incorporated by reference, except that the term **market price** or **reference price** is understood to mean **rate** for the purposes of this clause.

(d) **TABLE.** **Note 1** .

(**Note 2**)

I	II	III	IV
	Name of publication/ rate source	Transportation rate per liter or gallon	Effective date
<u>Item no.</u>	<u>rate source</u>	<u>per liter or gallon</u>	<u>Effective date</u>

(DESC 52.216-9F58)

(For Antigua): "Offerors shall complete all columns using the current freight rate per barrel, published by Texaco Trinidad, from the supplier's facility (Trinidad) to the offeror's facility (Antigua), and with the current trucking rate per U.S. gallon, currently published by A. A. Kelsick, Antigua, from the offeror's facility to the delivery point of the listed item(s)."

(DESC 52.216-9F24)

F16 BARGE UNLOADING CONDITIONS (DESC MAY 1998)

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

(5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.

(6) For all deliveries, hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

(7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(8) The term **barge**, as used herein, shall include lake tankers.

(b) BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS CONTRACTS.

(1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

DEMURRAGE BEYOND FREE TIME

F16 CONT'D

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>
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(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

F51 SHIPMENT AND ROUTING (OVERSEAS) (DFSC NOV 1972)

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(DFSC 52.247-9F12)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DFSC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial

G9.06 CONT'D

items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

G9.09-1 OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)

(a) METHOD OF PAYMENT.

(1) Except as provided in paragraph (a)(2) of this clause, after the Contractor provides the information described in paragraph (d) of this clause, in accordance with paragraph (b) of this clause, payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

G9.06 CONT'D

(2) Notwithstanding the provision of this clause making the furnishing of EFT information optional, the Contractor shall furnish the EFT information described in paragraph (d) for any payment to be made after January 1, 1999.

(b) CONTRACTOR CONSENT.

(1) If the Contractor is willing to be paid by EFT, the Contractor shall provide the EFT information described in paragraph (d) of this clause. The Contractor agrees that, after providing EFT information in accordance with this clause, the Contractor cannot withdraw the Government's right to make payment by EFT for this contract.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) CONTRACTOR'S EFT INFORMATION. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, for which the Contractor desires EFT payment, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) REQUIRED EFT INFORMATION. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the domestic banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payment only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) SUSPENSION OF PAYMENT.

(1) Notwithstanding the provisions of any other clause of this contract, if after receipt of the Contractor's EFT information in accordance with paragraph (b) of this clause, the EFT information is found to be incorrect, or, for payment after January 1, 1999, if EFT information has not been furnished, then until receipt by the designated payment office of the correct EFT information from the Contractor, (i) the Government is not required to make any further payment under this contract; and (ii) any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the PROMPT PAYMENT clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) CONTRACTOR EFT ARRANGEMENTS. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

G9.06 CONT'D

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT AND PROMPT PAYMENT.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT AND ASSIGNMENT OF CLAIMS. If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) PAYMENT OFFICE DISCRETION. If, after submitting the EFT information, the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) CHANGE OF EFT INFORMATION BY FINANCIAL AGENT. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(FAR 52.232-34)

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

☐ Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

REFERENCES:

[illegible]